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Suit by I. S. Ewing and others against William B. Dutrow and another. Bill dismissed, and complainants appeal. Affirmed.

*Ed. C. Martz and D. O. Dechert*, both of Harrisonburg, for appellants.

*Geo. N. Conrad*, of Harrisonburg, for appellees.

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WOODSON *v.* SMITH.

SAME *v.* JOHNSON.

Nov. 18, 1920.

[104 S. E. 794.]

**1. Deeds (§ 94\*)—Prior Contracts with Terms Inconsistent with Provision of Deed Are Merged in Deed.**—Where contracts for sale of properties provided for a reservation of the possession until a date named, deeds made later containing the usual covenants, including that for quiet and peaceable possession, were inconsistent with the contracts which were therefore merged therein; Code 1919, § 5175, providing that the covenants of such deeds mean that the grantee might at any and all times thereafter peaceably and quietly enter and hold the land.

[Ed. Note.—For other cases, see 4 Va.-W. Va. Enc. Dig. 419, et seq.]

**2. Deeds (§ 94\*)—Prior Contracts Held Merged in Deeds Made Pursuant Thereto.**—While there is a distinction as to merger of contract in later deed as to whether the deed is "in performance of" the contract or merely "pursuant to" the contract, such distinction has no application where the terms of the contract and deed are inconsistent.

[Ed. Note.—For other cases, see 4 Va.-W. Va. Enc. Dig. 419, et seq.]

Error to Circuit Court, Nelson County.

Actions by J. C. Woodson against Martha D. Smith and J. E. Johnson, respectively. The cases were tried together and joint judgment for defendants was rendered, and plaintiff brings error. Affirmed.

*Volney E. Howard and J. T. Coleman, Jr.*, both of Lynchburg, for plaintiff in error.

*A. E. Strode and S. V. Kemp*, both of Lynchburg, for defendants in error.

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\*For other cases see same topic and KEY-NUMBER in all Key-Numbered Digests and Indexes.